



Solicitation Information
15 February 06

RFP # B06067

TITLE: Technical Assistance Contract – MPA 309

Submission Deadline: April 3, 2006 at 1:40 pm

Questions concerning this solicitation may also be e-mailed to the Division of Purchases at wanderson@purchasing.state.ri.us no later than **March 20, 2006 at 4:00pm** (Eastern Time). Please reference RFP# B06067 on all correspondence. Questions received, if any, will be answered and posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: No

BOND REQUIRED: No

PRE-BID MEETING: Yes **Date and Time: March 15, 2006 at 10:00 am**

LOCATION: Dept of Environmental Management, 235 Promenade Street, Providence, RI, Room 300

William J. Anderson, C.P.M. Administrator of Purchasing Systems

Vendors must register on-line at the State Purchasing Website at www.purchasing.state.ri.us.

NOTE TO VENDORS:

**Offers received without the entire completed three-page RIVIP
Generated Bidder Certification Form attached may result in
disqualification.**

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

**TECHNICAL ASSISTANCE: R.I. DEPARTMENT
OF ENVIRONMENTAL MANAGEMENT**

**SECTION 1
INTRODUCTION**

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Environmental Management (RIDEM), is soliciting proposals from qualified firms to provide Technical Assistance Contract Services, as described elsewhere herein, and in accordance with the terms of this Request and the State's General Conditions of Purchase.

This is a Request for Proposals, not an Invitation for Bid: responses will be evaluated on the basis of the relative merits of the proposal, in addition to price; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those respondents who have submitted proposals. The RIDEM intends to issue a Master Price Agreement for these services and reserves the right to make single or multiple awards in each category.

INSTRUCTIONS AND NOTIFICATIONS TO RESPONDENTS:

- Potential respondents are advised to review all sections of this Request carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the respondent. The State assumes no responsibility for these costs.
- Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein. All pricing submitted will be locked in for the initial 36 month contract period. Pricing may be adjusted with each of the 3 annual renewable options, upon receipt of an adjusted pricing schedule which may be calculated based upon the Consumer Price Index-Urban Index for Boston.
- Proposals misdirected to other State locations or which are otherwise not present in the Division of Purchases at the time of opening for any cause will be determined to be late and may not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division of Purchases.
- It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but

subcontracts are permitted, provided that their use is clearly indicated in the respondent's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.

SECTION 2 **PURPOSE AND STRUCTURE**

PURPOSE

The purpose of this Request For Proposals (RFP) is to secure the services of environmental engineering and technical firms to provide technical assistance to the Rhode Island Department of Environmental Management (RIDEM). The contract to be awarded is named Technical Assistance Contract (TAC). Proposals are being sought for multi-disciplinary responsibilities including environmental monitoring, monitoring well installation, site investigations, remedial designs, technical reviews and project management.

The intent of the TAC is to pre-qualify consulting firms for environmental assessment and remediation work. It will make available to RIDEM on a continuing, as-needed basis, a pool of environmental respondents from which RIDEM can use for environmental assessment and remediation projects. Respondents will be evaluated for the best combination of cost, qualification and experience for the type of work RIDEM anticipates.

STRUCTURE

Separate contracts to multiple respondents will be awarded for four categories: Environmental Assessment, Environmental Remediation, Petroleum Assessment and Remediation and CERCLA Program Assessments. Each category is a focused area of technical support necessary to complete projects within RIDEM's jurisdiction. These categories are described separately in Section 3. Each category is divided into three parts: capabilities, tasks and minimum qualifications. Capabilities describe the type of projects and services a respondent should have the ability to perform. Tasks describe specific efforts RIDEM has determined that may be necessary to complete the projects and services defined in the capabilities section. Minimum qualifications describes the minimum amount of projects and services, as described in capabilities, that a respondent must have already completed to be considered properly experienced.

The overall magnitude of the level of effort for each category is variable and is solely dependent on the regulatory circumstances associated with each project and the funding available to implement and complete each project.

Responses to each category will be evaluated individually; respondents wishing to submit for more than one category shall make separate applications within their single RFP response. Each respondent must submit a single response that may consist of multiple applications for the separate, designated scopes of work. Awards will be made to multiple qualified bidders for each category. Bids will be evaluated based on a combination of technical capabilities, experience and cost evaluation.

The RIDEM anticipates that the successful respondents (TAC consultants) will be awarded task order contracts based on project specific estimates from TAC consultants who will use their comprehensive hourly rates and unit prices set in the TAC. No specific assignment can be identified until the contracts are executed. TAC consultants shall be available to the RIDEM to respond to task orders as necessary. The scope of work for each task order shall be developed at the time of the assignment. TAC consultants will be required to provide (at no cost to RIDEM) cost/time estimates for individual projects over the term of this contract. It is at the discretion

of the Department if comparative bidding for a specific project between TAC consultants is warranted and will be done on a case-by-case basis. A TAC consultant will be selected for a project based on their project specific proposal. The proposals will be evaluated by RIDEM using a combination of cost, qualification, experience and past performance.

Respondents shall employ at all times professional and support personnel with requisite expertise and in adequate numbers to assure the complete and timely delivery of necessary services. The inability of a respondent to perform work as required will be cause for termination of the contract.

Respondents for all Categories shall directly employ at least one Rhode Island Professional Engineer (PE) who shall have been licensed a minimum of three years. The firm shall be actively engaged in the category of the TAC that they are applying for.

PERIOD OF CONTRACT

It is contemplated that the contract will be in force for a thirty-six (36)) month period (with 3 annual renewable options). The prospective contractors are on notice that the issuance, continuation, and/or extension of the contract is subject to the availability of funding and receipt of appropriate RIDEM approvals after evaluation.

PERFORMANCE/DELIVERY OF SERVICES

RIDEM reserves the right to seek and consider any and all information it deems appropriate to evaluate the responder's ability and fitness to render the services encompassed by this RFP, including interviewing key personnel identified in proposals. Responders shall identify in their proposals their availability to begin work, to assemble, deploy, and maintain qualified project personnel, to maintain high service standards, and any other capabilities and resources which they feel surpass RIDEM's minimum needs regarding the performance and/or delivery of services, as stated in this RFP.

TEAMING ARRANGEMENTS

Joint ventures, teaming arrangements or consortia for individual components of this package are permissible only if the proposal indicates a single business entity as the prime contractor having complete fiscal and managerial responsibility under the contract. The use of subcontractors is to be kept to a minimum and the severity of subcontracting in a respondent's proposal will be used to evaluate a firm's qualifications.

Regardless of the arrangement, responders are advised that the prime contractor shall possess significant management and technical capability, experience, and resources. Respondents shall demonstrate in their proposal that subcontractors meet the following minimum threshold requirements pertaining to the experience of the firm and its key personnel in order to be considered eligible for review.

A maximum 6% markup of supplies, equipment as well as a 10% markup for subcontractor services is allowed. Respondents shall indicate a fixed percentage for supplies and equipment markup, which will be used as part of comparing costs when reviewing proposals. Subcontractor markup percentage is to be included in the submittal and will be evaluated. Project specific markups can be changed for project specific bidding.

ANTI-COLLUSION CLAUSE

By submission of a proposal, the responder certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this RFP:

The contract has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of Rhode Island and that said laws have not been violated and shall not be violated as they relate to the procurement of the performance of the contract by any conduct including the paying or giving of any fee, commission, compensation, gift, gratuity or considerations of any kind, directly or indirectly, to any State employees, agent, officer or official: and

Unless otherwise required by law, the prices, which have been quoted in the proposal have not been knowingly disclosed by the responder and will not knowingly be disclosed by the responder prior to award directly or indirectly to any competitor.

SECTION 3 **SCOPE OF WORK**

CONTRACT ADMINISTRATOR

RIDEM will name a Contract Administrator for each group of tasks outlined in this Section. Each contract administrator will be responsible for managing the contract on a day to-day basis. Project assignments may be made for individual sites or tasks or groups of sites or tasks.

The Contract Administrator shall authorize all work, budgets and payments.

PRIME CONTRACTOR RESPONSIBILITIES

The prime contractor for each section will be required to assume responsibility for all services offered in response to that section of the proposal whether or not the prime contractor produces them. The State will consider the prime contractor to be the sole point of contact with regard to contractual matters, including payment of any and all subcontractor charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor shall provide a complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities through the completion and submittal of AIA Form A305. The State reserves the right to approve or disapprove any and all subcontractors. The prime contractor is solely responsible for adherence by subcontractor arrangements.

The prime contractor shall meet all appropriate Federal and State requirements on contracts and cost reimbursements. The prime contractor shall not assign and/or transfer any interest or responsibility in the contract without the prior written consent of the State.

SERVICES NEEDED

CATEGORY 1

ENVIRONMENTAL ASSESSMENT & REVIEW

The respondent shall show the professional and staffing capabilities for assessment and project management activities for projects under:

Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (Remediation Regulations).

Rules and Regulations for Composting Facilities and Solid Waste Management Facilities (Solid Waste Regulations)

Rules and Regulations for Hazardous Waste Management (Hazardous Waste Regulations)

Targeted Brownfields Assessment (TBA) Reports

ATSM Standard E1527-05 Phase I assessments

CATEGORY 2

ENVIRONMENTAL REMEDIATION & REVIEW

In order for respondents to qualify for this section they shall have applied AND be approved for Section 1. The respondent shall show the professional and staffing capabilities for all activities relating to remediation and project management activities for projects under:

Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (Remediation Regulations)

Rules and Regulations for Composting Facilities and Solid Waste Management Facilities (Solid Waste Regulations)

Rules and Regulations for Hazardous Waste Management (Hazardous Waste Regulations)

CATEGORY 3

PETROLEUM ASSESSMENT AND REMEDIATION

The respondent shall show the professional and staffing capabilities for assessment, remediation and project management activities for projects Regulations for Underground Storage Facilities used for Petroleum Products and Hazardous Materials.

CATEGORY 4

CERCLA PROGRAM ASSESSMENTS

The respondent shall show the professional and staffing capabilities for the completion Task Work Plans, conducting field work and writing reports for the completion of Site Discoveries, Combined Preliminary Assessments/Site Inspections, Site Reassessments, Expanded Site Inspections and Site Inspection Work Sheets as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), and Liability Act of 1980 (CERCLA), 40 CFR Parts 300 –399, as amended,

NOTES: RIDEM is not requesting assistance for laboratory analytical services through this RFP. Analytical services are covered under a separate process.

CATEGORY ONE **ENVIRONMENTAL ASSESSMENT**

INTRODUCTION

The RIDEM anticipates conducting or overseeing assessments at contaminated sites and hazardous waste sites. At these sites, the respondent may be requested to conduct field activities, make recommendations, create reports and prepare site specific bidding documents for implementation of assessment activities. In addition, the respondent may be requested to oversee assessment actions conducted by responsible parties.

CAPABILITIES

The respondent shall show the professional and staffing capabilities for the following assessment and project management activities:

SITE INVESTIGATIONS in accordance to Sections 7.00 in the Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (Remediation Regulations)

TARGETED BROWNFIELDS ASSESSMENTS (TBA) AND Reports, which include site specific Quality Assurance Project Plans, under Federal Public Law 107-118 (H.R. 2869) - "Small Business Liability Relief and Brownfields Revitalization Act" and other Brownfield related laws.

ASTM E1527-05 Phase I Environmental Site Assessment Process

LANDFILL MONITORING REPORTS in accordance with Rules and Regulations for Composting Facilities and Solid Waste Management Facilities (Solid Waste Regulations)

SITE ASSESSMENT field work associated with : Site Discoveries, Combined Preliminary Assessment/Site Inspections, Site Reassessments, and Expanded Site Inspections as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 40 CFR Parts 300 –399, as amended,

PERMIT REVIEWS: in accordance with the Rules and Regulations for Hazardous Waste Management and Rules and Regulations for Composting Facilities and Solid Waste. This may include review of applications for landfills and hazardous waste treatment facilities.

PERMIT IMPLEMENTATION AND OVERSIGHT, may include but not be limited to: Rhode Island Discharge Elimination System (RIDDES), Underground Injection Control (UIC), permits associated with wetlands, local, state and federal permits, and air quality regulations including air plan approval applications, permitting, and air emissions and noise testing.

TASKS

The following tasks are intended to be a basic list that is needed to complete work in this section. It is not intended to be all-inclusive. RIDEM reserves the right to utilize its respondents to complete tasks not listed. The TAC consultant may be assigned to carry out any combination of tasks listed, as determined by the party assigning the work.

BEDROCK

Respondents shall be able to provide a comprehensive interpretation of hydrogeologic conditions/properties and a conceptual understanding of groundwater flow in fractured rock. They shall show understanding and experience in conventional borehole-geophysical logs, borehole imaging, and advanced single- and cross-hole geophysical methods. Task included under this category include:

- Surface geophysics
- Bedrock drilling
- Prevention of cross contamination
- Borehole geophysics
- Hydrologic testing and tracer tests
- Discrete interval completion
- Chemical sampling
- Modeling
- Integrated interpretation

MAPPING

Respondents shall have ArcGIS (ESRI) compatible database and computer-mapping program capabilities. Respondents shall have capabilities for utilizing Global Positioning Satellite (GPS) technologies.

GROUNDWATER MODELING

Respondents shall be able to provide a comprehensive interpretation of hydrogeologic and contamination conditions with computerized groundwater simulation. Show groundwater flow and contamination transport in both 2 Dimensional and 3-Dimensional images. The database and computer-mapping program shall be ArcGIS (ESRI) compatible.

REPORT WRITING

Respondents shall be able to provide written reports regarding the completion of work or summarizing the review of work completed by others.

TECHNICAL REVIEWS AND OVERSIGHT

The TAC may be requested to conduct technical reviews and oversight, and provide comments on technical reports, documents, permit applications, etc. or specific portions of these documents, as well as overseeing field work conducted by third parties. Therefore, it is important that the TAC be familiar with, at a minimum, State and Federal hazardous waste, site remediation, solid waste and air pollution regulations.

RISK ASSESSMENT REVIEW AND EVALUATION

Review health, exposure, and environmental fate assessment methodologies and documents for hazardous waste/contaminated sites, including Human Health and Ecological Risk Assessments in accordance with EPA methodologies. Screen monitoring data to determine adequacy for use in risk assessment, and recommend additional sampling, if necessary. Perform screening level hazard evaluations.

EXPERT TESTIMONY

It may also be necessary to provide expert testimony during public hearings, public meetings or court proceedings concerning hazardous waste, contaminated site, and solid waste projects or issues.

Expert testimony may be required in the following areas of expertise:

- Site Investigations/assessments
- Solid waste, hazardous waste and landfills
- Geology
- Hydrogeology
- Chemical Engineering and Industrial Process Evaluation
- Fate and Transport modeling
- Hydrology
- Toxicology and Risk Assessment
- Biology and Ecological Risk Assessment
- Civil Engineering
- Meteorology and Dispersion Modeling

RESPONSIBLE PARTY SEARCH

The respondent shall have the capability to conduct searches for potentially responsible parties of contaminated properties. This may entail, but not be limited to, review of town records, interviews with town officials (fire, police, and public works departments), interviews with neighbors, file reviews of RIDEM and EPA Region I files, historical society and chamber of commerce searches, internet searches, and any other resources which may provide information regarding former owners/operators of a particular site.

DRILLING

The respondent shall have the ability, either directly or through the use of a subcontractor, to install borings and construct and develop wells both in overburden material and in bedrock for the purposes of investigation and remediation. This includes the capability, either directly or through the use of a subcontractor, of installing monitoring wells, recovery wells, soil vapor extraction points, and air sparging wells; including the installation of monitoring wells 2 to 6 inches in diameter and nested wells. The respondent shall also have access to rock coring capabilities, the ability to conduct split spoon penetration sampling and the direct push method of sampling (i.e. Geoprobe type capability), and the capability to install microwells, and employ full decontamination procedures.

The respondent will be responsible for arranging for the identification and marking of the location of utility lines in the area to be drilled.

Costs for drilling should include two options: daily drilling charge and a charge per foot. Costs shall be provided for each rig for any mobilization/demobilization fees.

The respondent, at a minimum, shall have the access to the following type rigs:

Hollow Stem Auger Drilling (HSA) RIGS

Standard sized HSA, CME 75 or similar

Larger HSA rigs, such as CME 85

All-terrain on balloon tires or rubber tracks

HSA CAPABILITIES

Respondents shall be able to provide the following capabilities via hollow stem auger rigs:

Large diameter augers (up to 12-1/4")

difficult access capabilities including:

Low clearances: quick disconnect tower for low clearances

Soft and difficult terrain

Install 6" - 10" Diameter Wells

Casing (2"-12")

Rock Coring (2"-5")

Down-Hole Air Hammers (2" - 10")

Packer Testing

DEDICATED AIR ROTARY

This category includes large, dedicated air rotary bedrock drilling machines, such as the Schramm T450M II, not down-hole air hammer hollow stem auger rigs. Shall be capable of drilling 8" wells in competent bedrock to a minimum depth of 400 feet.

DIRECT PUSH

Respondents shall be able to provide the following capabilities via direct push:

Soil, Soil-Gas & Groundwater sampling (including discrete groundwater sampling)

Well Installation (up to 2" diameter)

Angle Probing

Grout pumping and remediation compound injection

All monitoring wells shall be constructed and developed according to Appendix 1 of the Rules and Regulations for Groundwater Quality, as well as all American Society for Testing and materials (ASTM) Standard References for Groundwater Monitoring and Sampling Technology (ASTM Designations C136-92; C150-92; D653-90; D1586-84; D1785-91; D4380-84; D4448-85a; D4750-87; D5088-90; D5092-90; D5299-92; F480-91; or the most recent version of the aforementioned standards). These requirements include allowing an acceptable period of time between installation and development of new monitoring wells. In all wells, the installation of a good filter pack and well seal is required. The respondent shall also be capable of evaluating the conditions of existing wells (both monitoring wells and residential drinking water wells) at the request of the RIDEM. The respondent or its subcontractors shall have all required training, licenses and certifications for drilling and conducting related work at sites where petroleum or chemical disposal is known or suspected to have occurred.

FIELD SAMPLING AND SCREENING

The Respondent shall be able to collect, prepare, characterize and label, and transport samples of environmental media collected at various sites, including those contaminated by releases of petroleum and/or hazardous materials identified by RIDEM for laboratory analysis.

The Respondent shall be able to collect samples from the major types of environmental media including, but not necessarily limited to: groundwater (from wells), surface water, sediment, leachate outbreaks, soil, soil gas and air (potentially both inside and outside ambient air sampling). On some occasions, the Respondent may be required to collect waste samples from drums, lagoons, waste piles, landfills, etc.

The respondent shall be able to implement field screening methods for all media, as appropriate, including but not necessarily limited to: HNU, PID, FID, portable gas chromatograph, soil gas, immunoassay, X-ray fluorescence (XRF).

All methodologies for sample screening, collection, preparation and handling (chain of custodies) shall be in accordance with applicable RIDEM and U.S. EPA protocols.

SITE SURVEYS

The Respondent shall be able to provide the personnel and equipment to conduct on-site surveys for elevations and as-built conditions as well as to prepare as-built plans. Surveys will be conducted to the accuracy specified as a Class I Survey as established by the RI Board of Professional Land surveyors.

The Respondent will be required to provide site-specific surveys to locate property boundaries, fixed reference points, topographical spot and contour elevations, as-built conditions, and to develop site plans depicting existing conditions.

The Respondent, or its identified subcontractor, shall be licensed to provide surveys in the State of Rhode Island and shall include on its staff a minimum of one Professional Land Surveyor, individually licensed by the State of Rhode Island, and a field assistant. If necessary, a qualified draft person should be identified for the preparation of site plans.

AIR TESTING

The Respondent shall provide the capability, either directly or through a qualified subcontractor, for screening potential receptors of contaminant migration according to applicable R.I. Department of Health procedures (see attachment).

GROUND PENETRATING RADAR AND GEOPHYSICAL SURVEYS

The Respondent shall provide the capability, either directly or through a qualified subcontractor, of conducting GPR surveys at sites identified by RIDEM. Targets may include buried objects, rock cavities, faults and the depth of the water table in different soil types. The Respondent shall have the ability to achieve depths of penetration ranging from 3 to 35 meters.

The Respondent shall provide services as required for the location of buried underground storage tanks and associated piping. Investigatory methods shall include at least ground-penetrating radar, electromagnetic conductivity and resistivity. The Respondent shall be able to provide a detailed analysis of data collected, including computer analysis, data reduction, and mapping in both two and three-dimensional frameworks.

GEOLOGICAL ASSISTANCE

The Respondent shall be able to provide, either directly or through a qualified subcontractor, geological assistance during well installation including logging of split spoon samples, soil screening, and recommendation of alternate locations if problems are encountered during drilling. The Respondent will be required to provide legible copies of all field notes to the RIDEM.

All monitoring wells shall be constructed and developed according to Appendix 1 of the Rules and Regulations for Groundwater Quality, as well as all American Society for Testing and Materials (ASTM)

STANDARD OPERATING PROCEDURES

Respondents shall have on hand, Standard Operating Procedures (SOPs) for all major tasks outlined in this RFP. These SOPs shall have been reviewed and approved by a senior staff member of the firm. SOPs are not to be submitted as part of the RFP bidding response. SOPs are to be submitted from approved respondents after the formal selection process is over and at no cost to the Department. The Department will not be charged for any time expended in the creation, duplication or modification of any respondent SOP for the duration of this contract.

ADDITIONAL/INNOVATIVE TECHNIQUES AND SUPPLIERS

The afore-mentioned list of capabilities is intended to be a basic listing of tasks RIDEM anticipates needed to complete assessment and remediation work. It is not intended to be all-inclusive. RIDEM reserves the right to utilize its respondents to complete tasks not listed. This can include additional tasks, equipment or subcontractors. RIDEM will require documentation from the prime contractor that costs for these tasks are competitive.

MINIMUM EXPERIENCE

The combined environmental assessment experience of the respondent ***shall*** include the completion of the following types of projects within the last five years:

- at least three SITE INVESTIGATIONS in accordance to Section 7.00 in the Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (Remediation Regulation). This should include investigations for inorganics, petroleum, metals, volatile compounds, semi-volatile compounds and other contaminants of concern.
- at least three ASTM E1527-02 Phase I Environmental Site Assessment Process Reports
- at least three investigations of landfills
- any experience with writing EPA approved Quality Assurance Project Plans for environmental assessments should also be noted

CATEGORY TWO
ENVIRONMENTAL REMEDIATION
AND REVIEW

INTRODUCTION

The RIDEM anticipates conducting or overseeing cleanups at contaminated sites and hazardous waste sites. At these sites, the respondent may be requested to develop remedial action alternatives, make recommendations, and prepare site specific bidding documents for implementation of remedial activities. In addition, the respondent may be requested to oversee remedial actions conducted by other parties.

In order for respondents to qualify for this section they shall have applied AND be approved for Section 1.

Remedial systems that the respondent may be asked to evaluate or design may include, but not necessarily be limited to, remediation systems of the following general categories:

Groundwater pump and treat, including separate-phase product recovery

Soil Vapor Extraction (SVE) and Air Sparging (AS)

Soil remediation, including capping and immobilization (asphalt batching and stabilization)

Enhanced bioremediation and/or chemical oxidation via the injection of compounds

CAPABILITIES

The respondent shall show the professional and staffing capabilities for all activities relating to remediation and project management activities for projects under:

REMEDIAL ACTION WORK PLAN (RAWP) as defined in Sections 8.00 and 9.00 Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (Remediation Regulations).

QUALITY ASSURANCE PROJECT PLANS, under Federal Public Law 107-118 (H.R. 2869) - "Small Business Liability Relief and Brownfields Revitalization Act" and other Brownfield related laws.

LANDFILL CLOSURE PLANS and POST-CLOSURE REPORTS in accordance with Rules and Regulations for Composting Facilities and Solid Waste Management Facilities (Solid Waste Regulations).

REMEDIAL DESIGN, LIMITED DESIGN INVESTIGATIONS and REMEDIAL PILOT STUDIES, REMEDIAL SYSTEM INSTALLATION, OPERATION AND MAINTENANCE, AND REMEDIAL SYSTEM SHUT DOWN AND POST CLOSURE REPORTING, in accordance with the Remediation Regulations.

REMEDIAL DESIGN, LIMITED DESIGN INVESTIGATIONS and REMEDIAL PILOT STUDIES, REMEDIAL SYSTEM INSTALLATION, ,OPERATION AND MAINTENANCE, AND REMEDIAL SYSTEM SHUT DOWN, AND QUALITY ASSURANCE PROJECT PLANS AND POST CLOSURE

REPORTING, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 40 CFR Parts 300–399, as amended.

PERMIT REVIEWS: in accordance with the Rules and Regulations for Composting and Solid Waste Management Facilities and Rules and Regulations for Hazardous Waste Management. This may include review of applications for landfills, solid waste management facilities and hazardous waste treatment facilities.

PERMIT IMPLEMENTATION AND OVERSIGHT: For the implementation of remediation projects, may include but not be limited to : Rhode Island Discharge Elimination System (RIDDES), Underground Injection Control (UIC), permits associated with wetlands, local, state and federal permits, and air quality regulations including air plan approval applications, permitting, and air emissions and noise testing.

TASKS

Respondents shall have shown the ability to perform all tasks included under Section 1. These tasks are intended to be a basic list of tasks RIDEM anticipates may be needed to complete remediation work. It is not intended to be all-inclusive. RIDEM reserves the right to utilize its respondents to complete tasks not listed. The TAC consultant may be assigned to carry out any combination of tasks listed, as determined by the party assigning the work.

REMEDIAL PILOT STUDIES AND LIMITED DESIGN INVESTIGATIONS

Respondents shall have shown the ability to perform all related pilot and other preliminary testing needed for the proper design of applicable remediation system technologies, including (but not limited) to: Groundwater pump and treat, including separate-phase product recovery, Soil Vapor Extraction (SVE) and Air Sparging (AS), soil remediation, including capping and immobilization (asphalt batching), enhanced bioremediation and/or chemical oxidation via the injection of compounds.

REMEDIAL DESIGN

Respondents shall have shown the ability to properly design applicable remediation systems, including (but not limited to): Groundwater pump and treat, including separate-phase product recovery, Soil Vapor Extraction (SVE) and Air Sparging (AS), soil remediation, including capping and immobilization (asphalt batching and stabilization), enhanced bioremediation and/or chemical oxidation via the injection of compounds.

EXPERT TESTIMONY

It may also be necessary to provide expert testimony during public hearings or court proceedings concerning hazardous waste, contaminated site, remediation, remediation systems and solid waste projects or issues.

Expert testimony may be required in the following areas of expertise:

- Remediation system design
- Remediation system performance
- Landfill closure and capping

SYSTEM INSTALLATION and MAINTENANCE

Setup, installation, operation and maintenance of remediation systems all listed under capabilities, including periodic performance monitoring reports

BID PREPARATION

Preparation of bid documents for remedial designs, pilot studies and limited design investigations, system installation and maintenance.

SOIL MANAGEMENT

The ability to provide removal, storage, transportation and disposal in accordance with all local, state and federal guidelines and regulations.

STORAGE, TRANSPORTATION AND DISPOSAL OF CONTAMINATED MEDIA

Respondent must have shown the ability to manage, store, transport and dispose of all forms of contaminated media including but not limited to soil, sludge, and water in accordance with all local, state and federal guidelines and regulations.

STANDARD OPERATING PROCEDURES

Respondents shall have on hand, Standard Operating Procedures (SOPs) for all major tasks outlined in this RFP. These SOPs shall have been reviewed and approved by a senior staff member of the firm. SOPs are not to be submitted as part of the RFP bidding response. SOPs are to be submitted from approved respondents after the formal selection process is over and at no cost to the Department. The Department cannot be charged for any time expended in the creation, duplication or modification of any respondent SOP for the duration of this contract.

ADDITIONAL/INNOVATIVE TECHNIQUES AND SUPPLIERS

The afore-mentioned listed of capabilities is intended to be a basic listing of tasks RIDEM anticipates needed to complete work. It is not intended to be all-inclusive. RIDEM reserves the right to utilize its respondents to complete tasks not listed. This can include additional tasks, equipment or subcontractors. RIDEM will require documentation from the respondent that costs for these tasks are competitive.

MINIMUM EXPERIENCE

The combined environmental assessment experience of the respondent *shall* include the completion of the following types of projects within the last five years. Projects with multiple remediation technologies can be used multiple times. The experience shall involve:

- at least three projects involving groundwater remediation via pump and treat for groundwater flow control
- at least three projects involving the injection of compounds for enhanced bioremediation and/or chemical oxidizing compounds

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- at least three projects involving the Soil Vapor Extraction and Air Sparging for chlorinated solvents and/or petroleum hydrocarbons
- at least one landfill closure with a cap
- any experience with writing EPA approved Quality Assurance Project Plans for remedial system should also be noted

CATEGORY THREE

PETROLEUM ASSESSMENT AND REMEDIATION

INTRODUCTION

The RIDEM anticipates conducting or overseeing assessments and/or remediation activities at sites contaminated by petroleum products. At these sites, the respondent may be requested to conduct field activities, make recommendations, create reports, perform subsurface contamination investigations, design remediation systems and install remediation systems. In addition, the respondent may be requested to oversee assessment and remediation actions conducted by other parties.

CAPABILITIES

The respondent must show the professional and staffing capabilities for the following assessment and project management activities:

UNDERGROUND STORAGE TANK CLOSURE, as defined in Rule 13 of the Regulations for Underground Storage Facilities used for Petroleum Products and Hazardous Materials. This will involve the supervision of UST removals and retaining of subcontractors for excavation and disposal of contaminated materials.

LUST SITE INVESTIGATION REPORT (SIR): as defined in RIDEM Regulations For Underground Storage Facilities Used For Petroleum Products and Hazardous Materials (June 28, 2005)

LUST CORRECTIVE ACTION PLAN (CAP): as defined in RIDEM Regulations For Underground Storage Facilities Used For Petroleum Products and Hazardous Materials (June 28, 2005)

UST ENVIRONMENTAL RESULTS PROGRAM (ERP), as defined in Rule 8.03 of the Regulations for Underground Storage Facilities used for Petroleum Products and Hazardous Materials. This includes conducting UST facility compliance inspections, completing checklist style reports for each inspection, review of checklists prepared for or submitted to the Department, preparation of letters of deficiency and entry of checklist information into the Department's database. To be qualified to conduct inspections and complete inspection checklists, each inspector must have a thorough knowledge of UST system components, their operation and the Department's regulations.

PERMIT IMPLIMENTATION: Rhode Island Discharge Elimination System (RIPDES), air quality regulations including air plan approval applications, permitting, and air emissions and noise testing.

TASKS

The following tasks are intended to be a basic list that is needed to complete work in this section. It is not intended to be all-inclusive. RIDEM reserves the right to utilize its respondents to complete tasks not listed. The TAC respondent may be assigned to carry out any combination of tasks listed, as determined by the party assigning the work.

BEDROCK

Respondents must be able to provide a comprehensive interpretation of hydrogeologic conditions/properties and a conceptual understanding of groundwater flow in fractured rock. They must show understanding and

experience in conventional borehole-geophysical logs, borehole imaging, and advanced single- and cross-hole geophysical methods. Task included under this category include:

Surface geophysics
Bedrock drilling
Prevention of cross contamination
Borehole geophysics
Hydrologic testing and tracer tests
Discrete interval completion
Chemical sampling
Modeling
Integrated interpretation

MAPPING

Respondents shall have ArcGIS (ESRI) compatible database and computer-mapping program capabilities. Respondents shall have capabilities for utilizing Global Positioning Satellite (GPS) technologies.

GROUNDWATER MODELING

Respondents must be able to provide a comprehensive interpretation of hydrogeologic and contamination conditions with computerized groundwater simulation. Show groundwater flow and contamination transport in both 2 Dimensional and 3-Dimensional images. The database and computer-mapping program must be ArcGIS (ESRI) compatible.

TECHNICAL REVIEWS AND OVERSIGHT

The respondent may be requested to conduct technical reviews and oversight, and provide comments on technical reports, documents, permit applications, etc. or specific portions of these documents, as well as overseeing field work conducted by third parties. Therefore, it is important that the respondent be familiar with, at a minimum, State and Federal hazardous waste, site remediation, solid waste and air pollution regulations.

EXPERT TESTIMONY

It may also be necessary to provide expert testimony during public hearings or court proceedings concerning petroleum contamination issues.

Expert testimony may be required in the following areas of expertise:

- Geology
- Hydrogeology
- Chemical Engineering and Industrial Process Evaluation
- Hydrology
- Toxicology and Risk Assessment
- Biology and Ecological Risk Assessment
- Civil Engineering
- Meteorology and Dispersion Modeling
- Remediation system design

- Remediation system performance

RESPONSIBLE PARTY SEARCH

The respondent must have the capability to conduct searches for potentially responsible parties of contaminated properties. This may entail, but not be limited to, review of town records, interviews with town officials (fire, police, and public works departments), interviews with neighbors, file reviews of RIDEM and EPA Region I files, historical society and chamber of commerce searches, internet searches, and any other resources which may provide information regarding former owners/operators of a particular site.

DRILLING

The respondent must have the ability, either directly or through the use of a subcontractor, to install borings and construct and develop wells both in overburden material and in bedrock for the purposes of investigation and remediation. This includes the capability, either directly or through the use of a subcontractor, of installing monitoring wells, recovery wells, soil vapor extraction points, and air sparging wells; including the installation of monitoring wells 2 to 6 inches in diameter and nested wells.

The respondent must also have access to rock coring capabilities, the ability to conduct split spoon penetration sampling and the direct push method of sampling (i.e. Geoprobe type capability), and the capability to install microwells, and employ full decontamination procedures. The respondent will be responsible for arranging for the identification and marking of the location of utility lines in the area to be drilled.

The Respondent must be able to provide a geological assistant during well installation for logging of split spoon samples, soil screening, and recommendation of alternate locations if problems are encountered during drilling. The Respondent will be required to provide legible copies of all field notes to the RIDEM.

All monitoring wells must be constructed and developed according to Appendix 1 of the Rules and Regulations for Groundwater Quality, as well as all American Society for Testing and materials (ASTM) Standard References for Groundwater Monitoring and Sampling Technology (ASTM Designations C136-92; C150-92; D653-90; D1586-84; D1785-91; D4380-84; D4448-85a; D4750-87; D5088-90; D5092-90; D5299-92; F480-91; or the most recent version of the aforementioned standards). These requirements include allowing an acceptable period of time between installation and development of new monitoring wells. In all wells, the installation of a good filter pack and well seal is required. The respondent must also be capable of evaluating the conditions of existing wells (both monitoring wells and residential drinking water wells) at the request of the RIDEM. The respondent or its subcontractors must have all required training, licenses and certifications for drilling and conducting related work at sites where petroleum or chemical disposal is known or suspected to have occurred.

The respondent, at a minimum, shall have the access to the following type rigs:

Hollow Stem Auger Drilling (HSA) RIGS

Standard sized HSA, CME 75 or similar

Larger HSA rigs, such as CME 85

All-terrain on balloon tires or rubber tracks

HSA CAPABILITIES

Respondents must be able to provide the following capabilities via hollow stem auger rigs:

Large diameter augers (up to 12-1/4")

difficult access capabilities including:

- Low clearances: quick disconnect tower for low clearances
- Soft and difficult terrain

Install 6" - 10" Diameter Wells

Casing (2"-12")

Rock Coring (2"-5")

Down-Hole Air Hammers (2" - 10")

Packer Testing

DEDICATED AIR ROTARY

This category includes large, dedicated air rotary bedrock drilling machines, such as the Schramm T450M II, not down-hole air hammer hollow stem auger rigs. Must be capable of drilling 8" wells in competent bedrock to a minimum depth of 400 feet.

DIRECT PUSH

Respondents must be able to provide the following capabilities via direct push:

Soil, Soil-Gas & Groundwater sampling (including discrete groundwater sampling)

Well Installation (up to 2" diameter)

Angle Probing

Grout pumping and remediation compound injection

FIELD SAMPLING AND SCREENING

The Respondent must be able to collect, prepare, characterize and label, and transport samples in accordance with appropriate Chain of Custody procedures from environmental media collected at various sites, including those contaminated by releases of petroleum and/or hazardous materials identified by RIDEM for laboratory analysis.

The Respondent must be able to collect samples from the major types of environmental media including, but not necessarily limited to: groundwater (from wells), surface water, sediment, leachate outbreaks, soil and air (potentially both inside and outside ambient air sampling).

The respondent must be able to implement field screening methods for all media, as appropriate, including but not necessarily limited to: HNU, PID, FID, portable gas chromatograph, immunoassay, X-ray fluorescence (XRF).

All methodologies for sample screening, collection, preparation and handling must be in accordance with applicable RIDEM and U.S. EPA protocols.

TANK TESTING

The Respondent must be able, either directly or through a qualified subcontractor, to arrange for testing the integrity of underground storage tanks by an approved tightness tester. The Respondent shall provide services for all State approved methodologies for tank testing including the Heath Petro Tite test, Horner Ezy-Check, and Tracer Tight Tank and Line Leak detection.

ALTERNATE LEAK TESTING

The Respondent must provide the capability, either directly or through a qualified subcontractor, of performing Inventory Reconciliation Research. Inventory Reconciliation Research shall include a comprehensive analysis of tank inventory provided by target site operators and must follow accepted procedures documented by the American Petroleum Institute and Heath Petro Tite Inc.

REMEDIAL PILOT STUDIES

Respondents shall have shown the ability to perform all related pilot and other preliminary testing needed for the proper design of applicable remediation system technologies, including (but not limited) to: Groundwater pump and treat, including separate-phase product recovery, Soil Vapor Extraction (SVE) and Air Sparging (AS), soil remediation, including capping and immobilization (asphalt batching), enhanced bioremediation and/or chemical oxidation via the injection of compounds.

REMEDIAL DESIGN

Respondents shall have shown the ability to properly design applicable remediation systems, including (but not limited to): Groundwater pump and treat, including separate-phase product recovery, Soil Vapor Extraction (SVE) and Air Sparging (AS), soil remediation, including capping and immobilization (asphalt batching),

enhanced bioremediation and/or chemical oxidation via the injection of compounds.

SYSTEM INSTALLATION and MAINTENANCE

Respondents shall have shown the ability to setup, install, operate and maintain all applicable remediation systems, including (but not limited to): Groundwater pump and treat, including separate-phase product recovery, Soil Vapor Extraction (SVE) and Air Sparging (AS), soil remediation, including capping and immobilization (asphalt batching), enhanced bioremediation and/or chemical oxidation via the injection of compounds. Respondents shall have shown the ability to prepare remedial action bids and schedules.

SOIL MANAGEMENT

Respondents shall have the ability to provide removal, storage, transportation and disposal in accordance with all local, state and federal guidelines and regulations.

STANDARD OPERATING PROCEDURES

Respondents must have on hand, Standard Operating Procedures (SOPs) for all major tasks outlined in this RFP. These SOPs must have been reviewed and approved by a senior staff member of the firm. SOPs are not to be submitted as part of the RFP bidding response. SOPs are to be submitted from approved respondents after the formal selection process is over and at no cost to the Department. The Department cannot be charged for any time expended in the creation, duplication or modification of any respondent's SOP for the duration of this contract.

ADDITIONAL/INNOVATIVE TECHNIQUES AND SUPPLIERS

The afore-mentioned list of capabilities is intended to be a basic listing of tasks RI-DEM anticipates needed to complete assessment and remediation work. It is not intended to be all-inclusive. RI-DEM reserves the right to utilize its respondents to complete tasks not listed. This can include additional tasks, equipment or subcontractors. RI-DEM will require documentation from the prime contractor that costs for these tasks are competitive.

MINIMUM EXPERIENCE

The combined environmental assessment and remediation experience of the respondent ***must*** include:

ASSESSMENT

- assessment of at least five gasoline contamination sites
- assessment of at least five #2 fuel oil contamination sites
- assessment of at least five #6 fuel oil contamination sites

REMEDIATION

- design and installation of at least one remediation system utilizing pump and treat for groundwater flow control

-design and installation of at least one remediation system utilizing pump and treat for separate phase petroleum products removal

-design and installation of at least one remediation system utilizing the injection of compounds for enhanced bioremediation and/or chemical oxidizing compounds

-design and installation of at least one remediation system utilizing Soil Vapor Extraction and Air Sparging for petroleum hydrocarbons

CATEGORY FOUR

CERCLA PROGRAM ASSESSMENTS

Respondents for this category must have experience carrying out assessment as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 40 CFR Parts 300 –399, as amended. The purpose of the CERCLA program is to better characterize environmental concerns at sites and determine if sites have the potential to be included on the EPA’s National Priorities List (NPL). Tasks under this category include writing Task Work Plan, conducting field work and writing reports for the completion of Site Discoveries, Combined Preliminary Assessments/Site Inspections, Site Reassessments, and Expanded Site Inspections for RIDEM and EPA review and approval utilizing appropriate EPA guidance and the RIDEM Office of Waste Managements Site Investigation and Remediation Program Quality Assurance Plan (QAP). CERCLA program assessments must also provide data that is sufficient to complete Site Inspection Scoresheets, to determine the need for possible emergency response, or for documenting a RIDEM or EPA no further action decision. This is accomplished by building on the information that was obtained from previous assessments and may include on-site visits for observation and/or sampling.

In order for respondents to qualify for this section they shall have applied AND be approved for Section 1

The combined environmental assessment experience of the respondent **must** include the completion of at least 3 of the following types of projects which have been completed within the last 5 years:

- Site Discovery Reports as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 40 CFR Parts 300 –399, as amended,

- Combined Preliminary Assessment/Site Inspection Reports, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 40 CFR Parts 300 –399, as amended

- Expanded Site Inspection Reports, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 40 CFR Parts 300 –399, as amended and Site Inspection Worksheets under CERCLA (40 CFR Parts 300-399).

- Site Reassessment Reports, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 40 CFR Parts 300 –399, as amended,

Any experience with SI Scoresheets or HRS Scoring Packages should also be noted.

INDEMNIFICATION

1. The State of Rhode Island will provide no indemnification to the selected contractors in the contract.
2. The State of Rhode Island requires the contractor to provide an indemnification running to the benefit of the State of Rhode Island.

INSURANCE REQUIREMENTS

Refer to General Conditions

RIDEM reserves the right to specify: the limits of and deductibles from such insurance coverage, the extent of such coverage, requirements for notice of insurance coverage termination and coverage renewal, requirements for production of terms and conditions of insurance coverage. Because of the difficulties in acquiring Environmental Impairment and Professional Errors and Omission Insurance, the RIDEM will not require these insurance as a necessary requirement of the bidder's proposal. However, a qualified proposal which includes the protection afforded to the State of Rhode Island by the above instruments (or a substantial equivalent thereof) will be given additional consideration as is warranted by the additional protection offered by the bidder.

TRAINING

The prime contractor shall certify in writing to RIDEM that its and all appropriate subcontractor personnel have completed and EPA and OSHA approved training program (or the equivalent thereof) in relation to the work called for in a particular project assignment prior to the deployment of any such personnel to field duty. RIDEM will not reimburse the contractor for such training costs.

STANDARD OPERATING PROCEDURES (SOPs)

The prime contractor shall have SOPs for all equipment, tasks and procedures they are proposing for. Each contractor will provide their SOPs to RIDEM (at no charge to RIDEM) after they are selected as a contractor. They shall submit SOPs with any new or innovative tasks they may subsequently propose to RIDEM as part of their non-billable project specific cost proposal for work on a specific project.

HEALTH AND SAFETY

The nature of some of the work to be performed under this contract is inherently hazardous. Therefore, in performance of work under this contract, the Contractor shall, as a minimum, satisfy all federal, state, and local laws, regulations, ordinances, etc., regarding health and safety of both workers and the general public. Responders are advised that RIDEM will not pay the contractor for medical monitoring of the responder's staff.

REWORK

RIDEM will classify instances of error, lateness or machine failure as rework and will not be financially responsible for any costs associated with such work. The prime contractor will be solely responsible for all rework costs, time and materials, including those associated with its subcontractors. RIDEM reserves the right to bill the prime contractor for its own time costs in the event RIDEM expends significant time in determining, reviewing or rectifying rework.

TERMINATION

Each contract, when issued, may be terminated at the conclusions of the period of performance or its successful completion, including extensions, or may be canceled by RIDEM for: a) default by the contractor, or b) lack of further need for the services named in the contract, or c) lack of available resources to pursue the objectives named in the contract.

Default is defined as the failure of the contractor to fulfill to the satisfaction of RIDEM the obligations of his proposal, contract, or project assignment. In case of default by the contractor, RIDEM may cancel the contract and/or project assignments immediately and procure the services from other sources and hold the contractor responsible for any excess costs occasioned thereby.

In the event that RIDEM no longer needs the services or possesses the resources to support them or encounters program changes, changes in laws, rules or regulations, relocation of offices, or lack of funding, it may cancel the contract or a project assignment, without damages, by giving the contractor written notice of such cancellation.

ESSENTIAL PERSONNEL

The responder agrees by submission of a proposal to assign to the contract and any project assignments there under, those persons' whose resumes are submitted with its proposal. Substitutions shall require prior RIDEM approval. All proposed substitutes shall possess like or comparable qualifications to the person to be replaced.

LICENSES AND PERMITS

Responders shall provide assurance in their proposals that they and all proposed subcontractors have any and all licenses, permits, or approvals necessary and available for work to be performed in response to this RFP. Finalists may be required to provide evidence of such licenses, etc.

ACCOUNTING RECORDS

The contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the RIDEM. Financial and accounting records shall be made available, upon request, to the RIDEM at any time during the contract period and for up to six (6) years from expiration date and final report on the contract.

REPORTING REQUIREMENTS SCHEDULE

Reporting requirements and schedules for project assignments entered into as the result of the RFP will be mutually agreed upon. However, RIDEM contemplates requiring monthly contract status reports and project-specific progress reports (e.g., outlining activities, accomplishments, problems encountered, recommended changes, and anticipated accomplishments), as well as any other reports, notices and the like identified in this RFP. (e.g., performance appraisals, change notices, and reports of personnel substitutions, MBE/WBE utilization). Failure to meet reporting requirements and schedule deadlines will result in the RIDM withholding all outstanding payments for any projects completed until which time that all reporting requirements and schedule deadlines are met.

CONFLICT OF INTEREST

The Contractor will be responsible for identifying and reporting to RIDEM all potential cases of conflict of interest involving either itself and/or its subcontractors in performing work under a specific project assignment. Responders shall also state in their proposals that they agree to immediately disclose any such information discovered after submission of their proposal and throughout the proposal evaluations time period.

The contractor will not perform work at sites where RIDEM has determined that a conflict of interest is significant and cannot be avoided or resolved. Since specific project assignments have not been identified, the RIDEM requires that the offers include in the proposal the following potential conflict of interest information:

- (a) Identify clients currently under an enforcement action issued by the RIDEM.
- (b) Identify clients that are currently under licensing or permit requirements of the Office of Waste Management.
- (c) List any sites in Rhode Island on Federal CERCLIS list that you are currently working on either as a contractor to a potential responsible party or the Environmental Protection Agency.

Conflicts of Interest will be considered in the evaluation process in terms of the Respondent's ability to provide the services to RIDEM. The existence of an apparent or actual conflict does not preclude awarding of the contract.

Due to the scope and nature of the services to be required of the TAC, RIDEM will require that the prime contractor agree that it and its subcontractors will forego participation in actions which, in RIDEM opinion, could create the fact of appearance of a conflict of interest or impairment of impartiality as to the services provided to the State.

The duration of these restrictions shall at a minimum, extend throughout the period of the award.

USE OF DISADVANTAGE BUSINESS ENTERPRISES

The state will require that the selected Contractor agree and certify unless otherwise exempt, that it is in compliance with the applicable requirements of Federal Executive Order no. 11246, as amended State of Rhode Island Executive Order no. 85-11, (Attachment 1) and other regulations as issued by the State Purchasing Agent, as set forth below, or will take steps to comply with such requirements prior to acceptance of any order from us. This agreement and certificate shall form a part of, and be deemed incorporated in, each order submitted to you for supplies or services.

The selected contractor shall comply with all provisions of Title 37, Chapter 14 of Rhode Island General Laws and shall ensure that at least 10 percent of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantage individuals, women and historically black colleges and universities. To evaluate compliance with the "Fair Share" policy, the recipient also-agrees to comply with the six affirmative steps stated in 40 CFR 33.240, 31.36 (e) or 35.6580 (a), as appropriate. The selected contractor shall also complete MBE/WBE utilization reports part II (SF Form 334) on a quarterly basis (Attachment 5). Failure to comply will be considered a substantial breach of the contract.

SECTION 4

PROPOSAL CONTENT and ORGANIZATION

Categories 1, 2, 3 and 4 of Section 3 will require a time and materials format for cost proposals. Submittals shall contain four sections; each section will include a discussion on the topics outlined in this document. Respondents are encouraged to create discussions specifically for this submittal and avoid utilizing “boilerplate” documentation. Respondents can submit additional documentation, such as reference materials in support of their proposal. These materials must be packaged separately from the proposal and identified specifically as Reference Materials. In the event Reference Materials are submitted, the respondent **shall reference page and paragraph information in the text of their proposal** in order for it to be considered.

SECTION A

Cover Letter

The proposal should begin with a cover letter, which confirms that the respondent understands and agrees to the provisions of this RFP. This cover letter cannot exceed 1200 words. In its cover letter the respondent shall discuss in general terms their abilities, experience, cost effectiveness and organizational structure. The respondent should demonstrate its capacity to successfully apply and commit itself to the project's tasks, and to complete the required services on schedule.

The respondent should provide a description and chart of the project team organization including identification of all team members, reporting relationships, functional responsibilities and work location. The respondent should describe its management approach for this project; its plan to maintain schedule and cost control on this project, to resolve resource constraints, and to interact effectively with Department operations and staff.

SECTION B

Experience and Capabilities

The Respondent's proposal will be qualitatively evaluated to determine if the Respondent has demonstrated that it has the background, qualification, and experience with and for similar programs or projects.

MINIMUM EXPERIENCE

Each project used to show the respondent meeting minimum experience criteria listed shall be discussed in a brief (less than 600 words per project) summary. Each summary shall include discussion of the timeliness of project completion, budget issues and client contact information.

CAPABILITIES

The respondent shall describe the most recent work which best illustrates its team's most relevant experience, ability and expertise in performing the requested services. They are to discuss in a brief summary (less than 300 words per project type) key personnel and their ability to complete work listed under Capabilities Section for the category the respondent is submitting for.

TASKS

The respondent shall describe the most recent work which best illustrates its team's most relevant experience, ability and expertise in performing the requested services. The respondent shall discuss in a brief summary (less than 100 words per task) key personnel and the ability to complete work listed under Tasks.

SECTION C

Personnel

The respondent should provide the identity and describe the qualifications of key personnel, team members and subcontractors, if any, to be involved with this project, including their project assignments, location and the extent of their participation (Attachment A). The respondent should include resumes for all Key Personnel in an Appendix to the proposal. Key personnel shall reside within an acceptable distance from Rhode Island and must be available for face-to-face meetings. The respondent should describe its key personnel and project teams and those of its subcontractors, demonstrating their capability and relevant experience.

When estimating personnel time, appropriate individuals shall be identified and placed into classifications as outlined in the descriptions listed in Appendix A. Resumes of all individuals classified as P3 or P4 shall be submitted with the response.

Rates should be prepared and submitted which are all-inclusive and contain provisions for direct costs, indirect costs including all office expenses (copying, phone, fax, etc.), and profit.

RIDEM will not pay for travel time or expenses for travel to and from sites in Rhode Island, except in the cases where work is required at sites on Block Island and Prudence Island.

RIDEM will not pay overtime expenses except in the case where over-time is specifically required of the Respondent's personnel by the RIDEM project manager and contract administrator. If such overtime is required, overtime will be paid at a rate of one and one-half times straight time. The basis for this contract will be an eight-hour day with a five-day, Monday through Friday, workweek. Holidays will include all days where State offices in Rhode Island are closed due to recognized State holidays.

If, during the duration of the contract period, the contractor wishes to change the classification of personnel assigned under this contract, it shall submit a request in-writing to RIDEM explaining why said change in classification is warranted.

If, during the duration of the contract period, the contractor wishes to assign new personnel to be billed at the P3 or P4 rate, it shall submit their resumes with a written request to RIDEM explaining how the new individuals meet their proposed classification.

SECTION D

Costs

All respondents shall submit their proposed costs on Attachment B, including comprehensive hourly rates, unit prices for tests and field services. Respondents are advised that the selection committee will award points under this criterion based on the highest score for the lowest price, etc.

THE COST SECTION SHALL BE SUBMITTED UNDER SEPERATE COVER AND IN A SEALED ENVELOPE.

Project-specific budgets will be submitted to the RIDEM for approval prior to initiation of the project. RIDEM will provide the contractor with a written approval to proceed for each project. The contractor will notify the

RIDEM project manager and contract administrator when eighty percent of the project budget has been expended. In no cases will the contractor exceed the initial budget estimate without prior written approval from RIDEM.

Time spent on general program administration by the Contract Administrator will be billed at no higher than the P2 hourly rate. RIDEM does not permit billing time for field sampling activities above the P2 without prior written approval from the Project Manager and the Contract Administration.

ATTACHMENT A
Personnel

The Project Manager and principal personnel who will provide the professional services under this Agreement shall be as included herein.

Labor Classification

Name

PRINCIPAL

PROJECT MANAGER

SENIOR ENGINEER/SCIENTIST

ENGINEER/SCIENTIST

TECHNICIAN

ATTACHMENT B

Costs

Personnel rates should be outlined in the following format and can be broken down into sub-categories within Category 1, 2, 3 and 4 of Section 3:

Respondents' cost proposals will be compared by evaluating the rate schedules provided as set forth in the RFP.

Personnel Rate schedule for each of the sub-categories listed in Section 2 shall be listed in the following format:

a)

Classification	Billing	Rate (dollars (\$) per hour)
P4		\$_____/hour
P3		\$_____/hour
P2		\$_____/hour
P1		\$_____/hour
T2		\$_____/hour
T1		\$_____/hour
Secretarial		\$_____/hour

b) Respondents shall provide a cost proposal for Site Survey services in the following format:

Class I Survey of Area up to 1 acre: \$_____/survey
 Class I Survey of Area 1 to 5 acres: \$_____/survey
 Class I Survey of Area 5 to 10 acres: \$_____/survey
 Personnel Rate for Draftsman: \$_____/hour

c) Respondents shall provide a cost proposal for Tank Testing services in the following format:

Heath Petro-Tite Test; one location/1 tank:	\$_____/tank
Heath Petro-Tite Test; one location/3 tanks:	\$_____/tank
Horner Ezy-Check Test; one location/1 tank:	\$_____/tank
Horner Ezy-Check Test; one location/3 tanks:	\$_____/tank
Tracer Tight Tank Test; one location/1 tank:	\$_____/tank
Tracer Tight Tank Test; one location/3 tanks:	\$_____/tank

d) Respondents shall provide a cost proposal for Ground Penetrating Radar (GPR) and Geophysical Services in the following format:

Daily rate: Equipment & Crew \$_____/day

Weekly rate: Equipment & Crew

\$_____/week

e) Drilling Services

For companies responding to Category 1, 2, 3 and 4 drilling services, rates should be calculated on a daily and/or weekly basis for each type of drill rig (including SVE/AS/microwells/direct push), including the crew required, mobilization, demobilization and decontamination. Daily rates shall be based on eight (8) hours of drilling. Rates should also be provided separately for overburden and bedrock monitoring well construction, including subsequent development, on a per foot basis for. As outlined earlier, all monitoring wells shall be constructed in accordance with the specifications provided in Appendix 1 of the RIDEM Rules and Regulations for Groundwater Quality, and ASTM standards.

Drilling rate schedules shall be presented in the following format:

DRILLING EXPENSES

DESCRIPTION	MAKE/MODEL	UNIT MEASURE	UNIT COST
Mobilization/ Demobilization		Lump Sum	
Standard HSA		LF & Day Rate	
Large HSA		LF & Day Rate	
All Terrain HSA		LF & Day Rate	
HSA Rock Coring		LF	
HSA Down Hole Air Hammer		LF & Day Rate	
Dedicated Air Rotary		LF & Day Rate	
Direct Push		LF & Day Rate	
Well Development		Hourly	
Decontamination		Hourly	
Standby/Overtime		Hourly	
2" PVC well Installation HSA		LF	
2" PVC well Installation Direct Push		LF	
Direct Push Microwell Installation		LF	
Packer Testing		Day Rate	

Notes:

1. Daily rate for drill rig & crew includes all soil drilling, standard penetration tests, and 2"OD split spoon samples, rollerbitting in obstructions, etc. Standard day equals 8 hours on site.
2. Items for 2" PVC well installation include all labor and materials for completion of the well, including 2" PVC riser, filter sand, bentonite or grout, road box or protective casing, cement or concrete pad, etc.

f) Equipment Inventories

Categories 1, 2, 3 and 4 will require an equipment inventory and rate schedule in the required format for cost proposals.

It is the contractor's responsibility to operate, maintain, and secure equipment. Costs for all such activities shall be incorporated into the rate schedule. RIDEM will not pay separately billed costs beyond the approved rate schedules.

Equipment inventories and rate schedules shall be presented in the following format:

EQUIPMENT RATES

DESCRIPTION	MAKE /MODEL	DAILY RATE
PID		
FID		
WATER TABLE PROBE (IP)		
PERSIATLTIC PUMP		
GRUNDFOUS REDI-FLO		
XRF		
FIELD GC		
METAL DETECTOR		
EXPLOSIMETER		
FIELD TPH ANALYZER		
IMMINOASSAY FIELD SCREEN TPH, PCB PER TEST		
VACCUUM PUMP		
DO METER		
WATER QUALITY METER(S)		
BLADDER PUMP		
COMBUSTIBLE GAS INSTRUMENT		

SUBCONTRACTOR AND EQUIPMENT MARKUP

Percentage markup of supplies, equipment and subcontractors is allowed. Respondents shall indicate a fixed percentage for supplies and equipment markup, which will be used as part of comparing costs when reviewing proposals. Project specific markups can be changed for project specific bidding.

PERCENTAGE MARKUP:

SUPPLIES/EQUIPMENT (%):

SUBCONTRACTORS (%):

SECTION 5
PROPOSAL SUBMISSION

A Pre-proposal Conference, for the purpose of -clarifying the scope and intent of this requirement, as well as the evaluative criteria to be employed in the review of responses to this Request, will be conducted on March 15, 2006 at 10:00 am at the Department of Environmental Management, 235 Promenade Street, Room 300, Providence, RI 02908. A summary of this meeting will be made available to all in the form of an addendum to this solicitation.

Written questions may be submitted to the Division of Purchases prior to the Pre-proposal Conference and up to the end of business (4:00pm) on March 20, 2006.

Interested respondents may submit proposals to provide the services covered by this Request on or before April 3, 2006 at 1:40 P.M. Proposals received after this time and date may not be considered.

Proposals shall include the following:

- A completed and signed three-page RIVIP generated bidder certification cover sheet (downloaded from the RI Division of Purchases Internet home page at www.purchasing.state.ri.us
- A letter of transmittal signed by an owner officer, or authorized agent of the firm or organization, acknowledging and accepting the terms and conditions of this Request, and tendering an offer to the State. The letter of transmittal shall clearly list what Category(ies) the firm is responding to and shall be counter-signed and stamped by a registered Rhode Island Professional Engineer.
- Completed Standard Form SF330 which is available by accessing the Purchasing website at www.purchasing.ri.gov , clicking on General Information, then Standard Forms.
- **A separate, sealed Cost Proposal** in the format required in each individual category outlined in Section 3 for the scope of services required. The minimum required information to be considered responsive is detailed below in "Required Format for Responses."
- Respondents shall submit separate packages for each category (as outlined in Section 3) to which they are responding within their single compiled response.

Proposals, as defined under Proposal Content and Organization, should be mailed or hand-delivered in a sealed envelope marked "RFP# B06059: Technical Assistance Contract". **A clearly marked original of the proposal, plus nine (9) additional copies shall be included.** In the event the respondent submits a Reference Materials Package, as detailed in Proposal Content and Organization, they shall include **four (4)** copies of each package.

This documentation should be delivered to:

DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASES
ONE CAPITOL HILL
PROVIDENCE, RI 02908
ATTENTION: MR. WILLIAM J. ANDERSON, C.P.M.
ADMINISTRATOR, PURCHASING SYSTEMS

SECTION 6

EVALUATION AND SELECTION

The State will commission a Technical Review Committee, which will evaluate and score all proposals. Not all areas in each category are being scored under the cost evaluation. However, complete cost information shall be provided for informational purposes. Notwithstanding the foregoing, the State reserves the right to award on the basis of cost alone.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State may, at its sole option, elect to require presentation(s) by respondent clearly in consideration for award.

The Technical Review Committee will present written findings, including the results of all evaluations, to the State's Architect/Engineer and Respondent Services Selection Committee, which will make recommendations to the Director of the Department of Administration, who will make the final selection for this requirement.

EVALUATION AND RANKING OF PROPOSALS

The Selection Committee will evaluate and compare each firm's Proposal using the following Evaluation Criteria.

Cost. This part of the evaluation will focus on the appropriateness, reasonableness and competitiveness of the cost proposal, comprised of the respondent's comprehensive hourly rates, unit prices for testing and field services, and cost exercises. **[20 points]**

Key Personnel. This part of the evaluation will focus on the identity and qualifications of key personnel, team members and subcontractors available to work on this project, including their expected project assignments and the extent of their participation. This will include the quality (i.e., appropriateness, capability and relevant project experience) of key personnel and continuity of the project team, key personnel and subcontractors. **[25 points]**

Capacity/Organization and Management Approach. This part of the evaluation will focus on the respondent's capacity to apply and commit itself successfully to the project tasks and to complete required services; its absence of conflicting commitments to concurrent projects; and its scheduling. The clarity, completeness and effectiveness of the proposed organizational structure and the proposed organization structure and staffing plan and the proposed management approach required to successfully manage this project. Particular attention will be placed on the demonstrated ability of the project team to work together effectively, to maintain schedule and cost control on this project, to resolve resource constraints, and to interact effectively with RIDEM operations and staff. **[25 points]**

CAPABILITIES and MINIMUM EXPERIENCE

This part of the evaluation will focus on the respondent's prior similar experience. This includes issues listed under capabilities, tasks and minimum experience. The work which best illustrates the respondent's current qualifications and ability, including descriptions of prior experience similar to the services discussed. The respondent's past performance on similar public and private projects, including past performance on all projects for RIDEM. Respondents are advised that the absence of work with RIDEM will not affect their evaluation for this criterion. **[30 points]**

SECTION 7

GOVERNING TERMS AND CONDITIONS

All State Purchase Orders, Contracts, Solicitations, Delivery Orders and Service Requests shall incorporate and be subject to the provision of Title 37 Chapter 2 of the General Laws of the State of Rhode Island, the Regulations adopted pursuant there to, all other applicable provisions of the Rhode Island General Laws, specific requirements described in the Request-or Contract, and the following General Conditions of Purchase as noted and agreed to with your signature on the 3-page RIVIP Cover Page:

1. **GENERAL** - All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the State, or with whom a contract is executed by the State's Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".

2. **ENTIRE AGREEMENT** - The State's Purchase Order, or other State contract endorsed by the State Division of Purchases, shall constitute the entire and exclusive agreement between the State and any contractor receiving an award. In the event of any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern. All communication between the State and any contractor pertaining any award or contract shall be accomplished in writing.

a. Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the

State. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the State on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executed only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the State to the contractors.

b. No alterations or variations of the terms of the contract shall be valid or binding upon the State unless submitted in writing and accepted by the Purchasing Agent. All orders and changes thereof shall emanate from the Division of Purchases: no oral agreement or arrangement made by a contractor with an agency or employee will be considered to be binding on the Purchasing Agent, and may be disregarded.

c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless 1) terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or 2) extended upon written authorization of the Purchasing Agent and accepted by the contractor, to permit ordering of the unorderd balances or additional quantities at the contract price and in accordance with the contract terms, or 3) canceled by the state in accordance with other provisions stated herein.

d. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Purchasing Agent.

e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the Division of Purchases, and expressly accepted.

f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or

otherwise unsettled debt owed by him to the State, and agrees that later discovery by the Purchasing Agent that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal there from, shall form reasonable grounds for termination of the contract.

3. SUBCONTRACTS- No subcontracts or collateral agreements shall be permitted, except with the State's express consent. Upon request, contractors shall submit to the Division of Purchases a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.

4. RELATIONSHIP OF PARTIES - The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the state, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the State and any sub-bidder, subcontractor, supplier, or employee of the contractor or respondent.

5. COSTS OF PREPARATION - All costs associated with the preparation, development, or submission of bids or other offers will be borne by the respondent. The State will not reimburse any respondent for such costs.

6. SPECIFIED-QUANTITY REQUIREMENT-Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

a. The State reserves the right to modify the quantity, scope of service, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of the contract.

b. The State shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the State will not accept quantities greater than ten per cent (10%) of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.

c. Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicitation with the mutual consent of the contractor and the State, where determined by the Purchasing Agent to be in the State's best interest.

7. TERM AND RENEWAL - Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the State's commitment is limited to a base term not to exceed twelve (12) month of subject to renew annually at the State's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the State's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated for the purpose, except as written notice of the State's intent not to renew is served.

8. DELIVERY - Delivery shall be made as ordered and in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. The decision of the Purchasing Agent, as to reasonable compliance with the delivery terms, shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery or charges shall be added to invoices except when authorized in the Purchase Order.

9. FOREIGN CORPORATIONS - In accordance with Title 7 Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation, shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

10. PRICING - All pricing offered or extended to the State is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the State, except, where the Request or Contract permits, offers reflecting F.O.B. shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

11. COLLUSION - Bidder or contractor warrants that he has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

12. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES - Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

13. AWARDS - Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of sixty (60) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the Purchasing Agent.

a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the State. The State reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.

b. The State reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the State may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the State to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the State may, at the option of the State, be:

- 1) rejected as being non-responsive, or
- 2) Set aside in favor of the State's terms and conditions (with the consent of the bidder), or
- 3) Accepted, where the State Purchasing Agent determines that such acceptance best serves the interests of the State. Acceptance or rejection of alternate or counter-offers by the State shall not constitute a precedent, which shall be considered to be binding on successive solicitations or procurements.

d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.

e. Bids shall be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.

f. The Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular

procurement.

- g. The Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the respondent where, in his judgment the best interests of the State will be served by so doing.
- h. The Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.
- i. Preference may be given to bids on products raised or manufactured in the State, other things being equal.
- J. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.
- k. The Purchasing Agent reserves the right to act in the State's best interests regarding awards caused by clerical errors by the Division of Purchases.

14. SUSPENSION AND DEBARMENT - The Purchasing Agent may suspend or debar any vendor or potential bidder, for good cause shown:

- a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts)
- b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor an acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiesces.
- c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the State to a vendor or contractor then under a ruling of suspension or debarment by the State shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the state Purchasing Agent.

15. PUBLIC RECORDS - Contractors and bidders are advised that all documents, correspondence, and other submissions to the Division of Purchases may be accessible as public records, pursuant to Title 38, Chapter 2 of the General Laws, absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld.

16. PRODUCT EVALUATION - In all specifications, the words “or equal” are understood after each article when manufacturer’s name or catalog are referenced. If bidding on items other than those specified, the bidder shall, in every instance, give the trade designation of the article, manufacturer’s name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal of the detailed specifications.

a. Any (objections to specifications shall be filed by a bidder, in writing, with the Purchasing Agent at least 96 hours before the time of bid opening to enable the Division of Purchases to properly investigate the objections.

b. All standards are minimum standards except as otherwise provided for in the Request or Contract.

c. Samples shall be submitted to the Division of Purchases in accordance with the terms of the proposals and detailed specifications. Samples shall be furnished free of charge and shall be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and

specifying the address to which they are to be returned (at the bidder's risk and expense), provided they

have not been used or made useless by tests; and absent such instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.

d. All samples submitted are subject to test by any laboratory the State Purchasing Agent may designate.

17. PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all non-conforming goods, and to cause their return for credit or replacement, at the State's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

a. Failure by the State to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.

b. Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

c. Where the contractor fails to promptly cure the defect or replace the goods, the State reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.

d. When materials, equipment or supplies are rejected, the same shall be removed by the contractor from the premises of the State Agency within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the State shall have the right to dispose of them as its own property.

18. PRODUCT WARRANTIES - All product or service warranties normally offered by the contractor or bidder shall accrue to the State's benefit, in addition to any special requirements which may be imposed by the State. Every unit delivered shall be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the State may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

19. PAYMENT - Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made or service performed in full and accepted payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

a. Payment terms other than the foregoing may be rejected as being non-responsive.

b. No partial shipments will be accepted, unless provided for by the Request or Contract.

c. Where a question of quality is involved, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the State from taking such discount.

d. Payments for used portion of inferior delivery will be made by the State on an adjusted price basis.

e. Payments on contracts under architectural or engineering supervision shall be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the Agency involved for approval.

20. THIRD PARTY PAYMENTS - The State recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the Purchasing Agent. Where an offer is contingent upon such payment (s), the respondent is obligated to serve affirmative notice in his bid submission.

21. SET-OFF AGAINST PAYMENTS - Payments due the contractor shall be subject to reduction by the State Controller equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal

therefrom.

22. CLAIMS - Any claim against a contractor may be deducted by the State from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the State the amount of such claim on demand. Submission of a voucher and payment, thereof, by the State shall not preclude the Purchasing Agent from demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

a. The Purchasing Agent may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the State, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. STATE CONTROLLER'S CERTIFICATION OF FUNDING - Certification as to the availability of funds to support the procurement is for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.

24. UNUSED BALANCES - Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one State fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the State's sole option.

25. MINORITY BUSINESS ENTERPRISES - Pursuant to the provisions of title 37 Chapter 14.1 of the General Laws, the State reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

- a. the offer is fully responsive to the terms and conditions of the Request, and
- b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
- c. The firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise. Ten per cent (10%) of the dollar value of the work performed against contracts for construction exceeding \$5,000 shall be performed by Minority Business Enterprises where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available. A contractor may count towards its MBE, DBE, or WBE goals 60% of its expenditures for materials and supplies required under a contract and obtained from an MBE, DBE, or WBE regular dealer, and 100% of such expenditures when obtained from an MBE, DBE, or WBE manufacturer. Awards of this type shall be subject to approval, by the Director of Administration, of a Subcontracting Plan submitted by the bidder receiving the award.

26. PREVAILING WAGE REQUIREMENT - In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.

27. EQUAL OPPORTUNITY COMPLIANCE AND AFFIRMATIVE ACTION - Contractors of the State are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, and 11375, and Title 28 Chapter 5.1 of the General Laws

of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

28. DRUG- FREE WORKPLACE REQUIREMENT - In accordance with Executive order No. 91-14, Contractors who do business with the State and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.

29. TAXES - The State of Rhode Island is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

30. INSURANCE - All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on state premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:

a. Comprehensive General Liability Insurance -

1) Bodily Injury \$1,000,000 each occurrence
\$1,000,000 annual aggregate

2) Property Damage \$500,000 each occurrence
\$500,000 annual aggregate

- Independent Contractors
- Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations
- Completed Operations
- Personal Injury (with employee exclusion deleted)

b. Automobile Liability Insurance

Combined Single Limit \$1,000,000 each occurrence

Bodily Injury

Property Damage, and in addition non-owned and/or hired vehicles and equipment

c. Workers' Compensation Insurance -

Coverage B \$100,000

d. Professional Liability Insurance-

\$1,000,000 each occurrence

e. Pollution Control Insurance-

\$1,000,000 each occurrence

The Purchasing Agent reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the State of Rhode Island as an additional insured, to the Division of Purchases, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the respondent's bid.

31. BID SURETY - When requested, a bidder shall furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds shall be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of and three bidders in contention will be held until an award as been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following

the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

32. PERFORMANCE AND LABOR AND PAYMENT BONDS - A performance bond and labor and payment bond of up to 100% of an award may be required by the Purchasing Agent. Bonds shall meet the following requirements:

- a. Corporation: The Bond shall be signed by an official of the corporation above his official title and the corporate seal shall be affixed over his signature.
- b. Firm or Partnership: The Bond shall be signed by all of the partners and shall indicate that they are "Doing Business As (name of firm)."
- c. Individual: The Bond shall be signed by the individual owning the business and indicate "Owner"
- d. The Surety Company executing the Bond shall be licensed to do business in the State of Rhode Island or Bond shall be countersigned by a company so licensed.
- e. The Bond shall be signed by an official of the Surety Company and the corporate seal shall be affixed over his signature.
- f. Signatures of two witnesses for both the principal and the Surety shall appear on the Bond.
- g. A Power of Attorney for the official signing of the Bond for the Surety Company shall be submitted with the Bond.

33. DEFAULT AND CANCELLATION - A contract may be canceled or –annulled at the contractor's expense upon non-performance of contract, or breach, by the contractor, of any of his obligations. Failure of contractor to cure such non-performance or breach within ten working days after the receipt of notice shall be sufficient cause for the cancellation of the contract in question, the cancellation of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements.

- a. Failure of a contractor to deliver or perform within the time specified, or within reasonable time as interpreted by the Purchasing Agent or failure to make replacement of rejected articles, when so requested, immediately or as directed by the Purchasing Agent, will cause the Purchasing Agent to purchase in the open market- to replace those rejected or not delivered. The Purchasing Agent reserves the right to authorize immediate purchase in the open market against rejections on any contract when necessary. On all such purchases, the contractor, or his surety, agrees to promptly reimburse the State for excess costs occasioned by such default. Should the cost be less, the contractor shall have no claim to the difference.
- b. A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. The Purchasing Agent may contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety.
- c. If contractor consistently fails to deliver quantities or otherwise perform as specified, the Purchasing Agent reserves the right to cancel the contract and purchase the balance in the open market at the contractor's expense.

34. INDEMNITY - The contractor guarantees:

- a. To save the State, its agents and employees, harmless from any liability imposed upon the State arising from the negligence, either active or passive, of the contractor, as well as for the use of any not copyrighted or copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.
- b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city or town in which the installation is to be made and of the State of Rhode Island.
- c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

35. CONTRACTOR'S OBLIGATIONS - In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:

a. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;

b. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, and on completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;

c. To store equipment, supplies, and material at the site only upon approval by the State, and at his own risk;

d. To perform all work so as to cause the least inconvenience to the State, and with proper consideration for the rights of other contractors and workmen;

e. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work; and

f. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any State facility or site, and that they comply with such rules.

36. FORCE MAJEURE - All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.

Appendix A

Definition of Labor Classifications

The following definitions of the labor classification (utilized by the USEPA) appearing below are provided to aid in the preparation of the technical and cost portion of your proposal.

Professional

P4: - Level 4 - Plans, conducts and supervises projects of major significance, necessitating proven managerial skills and knowledge of hazardous waste and contaminated sites. Shall demonstrate ability to originate and apply new and/or unique methods and procedures. Generally operates with wide latitude for unreviewed action.

- Typical Title: National Program Manager, Project Leader, Chief Engineer or Scientist.

- Normal Qualifications and Experience:

- Ph.D. degree or equivalent with 10 years or more experience

- M.S. degree or equivalent with 12 years or more experience

- B.S. degree with 14 years or more experience

Experience Factors: Technical experience in chemical waste and contaminated site investigations or chemical cleanup activities, solid waste management, water pollution control or other discipline directly related to the requirements of the contract. Minimum of 4 years experience in supervising multidisciplinary professionals and general office management including budgetary requirements.

P3: - Level 3 - Under general supervision of National Program Manager plans, conducts and supervises assignments on a project-by-project basis. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results, makes changes in methods, design or equipment where necessary.

Responsible for safety and designing cost-effective approaches to define the extent of contamination at various waste/contaminated sites in an accurate manner and to develop feasibility remedial options.

Typical Title - Regional Team Leader, Project Engineer

Normal Qualifications and Experience:

- Ph.D. degree or equivalent with 4 to 10 years experience

- M.S. degree or equivalent with 6 to 12 years experience

- B.S. degree with 8 to 14 years experience

Experience Factors: Technical experience in chemical waste/contaminated site investigations or chemical

cleanup activities, water pollution control or other discipline directly related to the requirements of this contract. Minimum of 4 years or equivalent. Shall have demonstrated ability to manage group of interdisciplinary professionals.

Level 2 - Under supervision of a senior or project leader, carries out assignments associated with project. Work assignments are varied and require some originality and ingenuity. Applies training of professional discipline to assigned projects and translates technical guidance and training received into usable products and reports. Evaluates data associated with various projects for use in defining extent of contamination and for developing feasibility studies for possible remedial action. Other duties as assigned.

Typical Title: Engineer, Scientist, Analyst

Normal Qualifications and Experience:

- M.S. degree or equivalent with 2 to 6 years experience in discipline
- B.S. degree or equivalent with 3 to 8 years experience in discipline

Experience Factors: Minimum of 2 years in area directly related to contract requirements

Level 1 - Entry level for professional classification; works under supervision of team or project leader. Gathers and correlates basic data and performs routine tasks and other duties as assigned. Makes recommendations on work assignments and on variables which affect field operations. Assist field operations as directed, including manual tasks of equipment setup and maintenance. Performs other duties as assigned.

Typical Title: Junior Associate (Biologist, Ecologist, Earth Scientist, etc.)

Normal Qualifications and Experience:

B.S. degree or equivalent with 0 to 3 years experience

- Experience Factor: None

Technician

- T2:
- Level 2 - Performs non-routine and complex tasks in addition to routine assignments. Works at the direction of the team or project leader. Gathers and correlates basic data and Performs routine analyses. May also perform experiments or tests which may require nonstandard procedures and complex instrumentation. May construct component or subassemblies or prototype models. May troubleshoot malfunctioning equipment and make simple repairs as authorized by team or project leader.
 - Typical Title: Senior Technician
 - Normal Qualifications and Experience:
Two to six years experience or equivalent
 - Experience Factor: Related to scope of contract.

T1: Level 1 - Entry level; performs simple, routine tasks under supervision as established in chain-of-command procedures. Performs routine maintenance

and may install, setup or operate field equipment of moderate complexity.

Provides a wide variety of support functions during field operations.

Typical Title: Junior Technician (field technician)

Normal Qualifications and Experience:

Zero to two years experience

- Experience Factor: None

Experience/Qualifications Substitutions

1. Any combination of additional years of experience in the proposed field of expertise plus full time college study level in the particular field totaling 4 years will be an acceptable substitute for a B.S. degree.
2. A B.S. degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling 2 years will be an acceptable substitute for a masters degree.
3. A B.S. degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling 4 years or a masters degree plus 2 years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. degree.
4. Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.
5. For the technician categories, each year of full-time college level study will be considered equivalent to a year of practical experience.

